

**IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

MERCIS B.V.,

Plaintiff,

Case No.: 1:19-cv-1226

v.

Judge Jorge L. Alonso

THE PARTNERSHIPS AND UNINCORPORATED ASSOCIATIONS IDENTIFIED ON SCHEDULE "A", Magistrate Judge Jeffrey Cummings

Defendants.

FINAL JUDGMENT ORDER

This action having been commenced by MERCIS B.V. ("Mercis" or "Plaintiff") against the defendants identified in the attached First Amended Schedule A and using the Defendant Domain Names and Online Marketplace Accounts (collectively, the "Defendant Internet Stores"), and Mercis having moved for entry of Default and Default Judgment against the defendants identified in the First Amended Schedule A attached hereto (collectively, the "Defaulting Defendants");

This Court having entered upon a showing by Mercis, a temporary restraining order and preliminary injunction against Defaulting Defendants;

Mercis having properly completed service of process on Defaulting Defendants, the combination of providing notice via electronic publication or e-mail, along with any notice that Defaulting Defendants received from payment processors, being notice reasonably calculated under all circumstances to apprise Defaulting Defendants of the pendency of the action and affording them the opportunity to answer and present their objections; and

None of the Defaulting Defendants having answered the Complaint or appeared in any way, and the time for answering the Complaint having expired.

THIS COURT HEREBY FINDS that it has personal jurisdiction over the Defendants since the Defendants directly target their business activities toward consumers in the United States, including Illinois. “In the context of cases like this one, that means a plaintiff must show that each defendant is actually operating an interactive website that is accessible in Illinois and that each defendant has aimed such site at Illinois by standing ready, willing and able to ship its counterfeit goods to customers in Illinois in particular (or otherwise has some sufficient voluntary contacts with the state).” *Am. Bridal & Prom Indus. Ass’n v. P’ships & Unincorporated Ass’ns Identified on Schedule A*, 192 F.Supp.3d 924, 934 (N.D. Ill. 2016). In this case, Plaintiff has presented screenshot evidence that each Defendant Internet Store is reaching out to do business with Illinois residents by operating one or more commercial, interactive Internet Stores through which Illinois residents can and do purchase goods that are infringements of the MIFFY Trademarks, U.S. Registration Nos. 2,210,029; 2,393,442; 2,482,597; 4,248,049; 5,516,174; 5,652,014; 5,663,554 and 5,663,610 (collectively the “MIFFY Trademarks”) and Copyright Registration No. VA 1-054-563 (“MIFFY Works”).

THIS COURT FURTHER FINDS that Defaulting Defendants are liable for willful federal trademark infringement and counterfeiting (15 U.S.C. § 1114), false designation of origin (15 U.S.C. § 1125(a)), and violation of the Illinois Uniform Deceptive Trade Practices Act (815 ILCS § 510, et seq.).

IT IS HEREBY ORDERED that Mercis’s Motion for Entry of Default and Default Judgment is GRANTED in its entirety, that Defaulting Defendants are deemed in default and that this Final Judgment is entered against Defaulting Defendants.

IT IS FURTHER ORDERED that:

1. Defaulting Defendants, their affiliates, officers, agents, servants, employees, attorneys, confederates, and all persons acting for, with, by, through, under, or in active concert with them be permanently enjoined and restrained from:
 - a. using the MIFFY Trademarks or any reproductions, counterfeit copies or colorable imitations thereof in any manner in connection with the distribution, marketing, advertising, offering for sale, or sale of any product that is not a genuine Mercis Product or not authorized by Mercis to be sold in connection with the MIFFY Trademarks or MIFFY Works;
 - b. passing off, inducing, or enabling others to sell or pass off any product as a genuine Mercis Product or any other product produced by Mercis, that is not Mercis's or not produced under the authorization, control or supervision of Mercis and approved by Mercis for sale under the MIFFY Trademarks or MIFFY Works;
 - c. committing any acts calculated to cause consumers to believe that Defaulting Defendants' products are those sold under the authorization, control or supervision of Mercis, or are sponsored by, approved by, or otherwise connected with Mercis; and
 - d. further infringing the MIFFY Trademarks or MIFFY Works and damaging Mercis's goodwill.
2. Pursuant to 15 U.S.C. § 1117(c)(2), Plaintiffs are awarded statutory damages from each of the Defaulting Defendants in the amount of Two Hundred Fifty Thousand Dollars (\$250,000) for the willful infringement of Plaintiff's trademarks which are protected by the above identified U.S. Trademark Registrations.

3. Western Union shall, within two (2) business days of receipt of this Order, permanently block any Western Union money transfers and funds from being received by the Defaulting Defendants identified on First Amended Schedule A.
4. eBay, Inc. (“eBay”), PayPal, Inc. (“PayPal”), ContextLogic, Inc. (“WISH”), Amazon Payments, Inc. (“Amazon”) and/or Alipay US, Inc. (“Alipay”), shall, within two (2) business days of receipt of this Order, permanently restrain and enjoin any accounts connected to Defaulting Defendants, Defaulting Defendants’ Online Marketplace Accounts or Defaulting Defendants’ websites identified on First Amended Schedule A from transferring or disposing of any money or other of Defaulting Defendants’ assets.
5. All monies currently restrained in Defaulting Defendants’ financial accounts, including monies held by eBay, PayPal, WISH, Amazon and Alipay, are hereby released to Mercis as partial payment of the above-identified damages, and eBay, PayPal, WISH, Amazon and Alipay are ordered to release to Mercis the amounts from Defaulting Defendants’ eBay, PayPal, WISH, Amazon and Alipay accounts within ten (10) business days of receipt of this Order.
6. Until Mercis has recovered full payment of monies owed to it by any Defaulting Defendant, Mercis shall have the ongoing authority to serve this Order on eBay, PayPal, WISH, Amazon and Alipay in the event that any new eBay, PayPal, WISH, Amazon and Alipay accounts controlled or operated by Defaulting Defendants are identified. Upon receipt of this Order, eBay, PayPal, WISH, Amazon and Alipay shall within two (2) business days:
 - a. locate all accounts and funds connected to Defaulting Defendants, Defaulting Defendants’ Online Marketplace Accounts or Defaulting Defendants’ websites, including, but not limited to, any eBay, PayPal, WISH, Amazon and Alipay accounts;

- b. restrain and enjoin such accounts or funds that are Asia based from transferring or disposing of any money or other of Defaulting Defendants' assets; and
 - c. release all monies restrained in Defaulting Defendants' eBay, PayPal, WISH, Amazon and Alipay accounts to Mercis as partial payment of the above-identified damages within ten (10) business days of receipt of this Order.
 - d. upon Plaintiffs' request, the Internet marketplace website operators and/or administrators for the Seller IDs shall disable and/or cease facilitating access to the Seller IDs, including any other alias seller identification names being used and/or controlled by Defendants to engage in the business of marketing, offering to sell, and/or selling goods bearing and/or using counterfeits and infringements of MIFFY's Trademarks or MIFFY Works.
7. Until Mercis has recovered full payment of monies owed to it by any Defaulting Defendant, Mercis shall have the ongoing authority to serve this Order on any banks, savings and loan associations, or other financial institutions (collectively, the "Financial Service Providers") in the event that any new financial accounts controlled or operated by Defaulting Defendants are identified. Upon receipt of this Order, the Financial Service Providers shall within two (2) business days:
- a. locate all accounts connected to Defaulting Defendants, Defaulting Defendants' Online Marketplace Accounts or Defaulting Defendants' websites;
 - b. restrain and enjoin such accounts from receiving, transferring or disposing of any money or other of Defaulting Defendants' assets; and
 - c. release all monies restrained in Defaulting Defendants' financial accounts to Mercis as partial payment of the above-identified damages within ten (10) business days of receipt of this Order.

- d. upon Plaintiffs' request, the Internet marketplace website operators and/or administrators for the Seller IDs shall disable and/or cease facilitating access to the Seller IDs, including any other alias seller identification names being used and/or controlled by Defendants to engage in the business of marketing, offering to sell, and/or selling goods bearing and/or using counterfeits and infringements of MIFFY's Trademarks or MIFFY Works.
8. The Clerk of Court is directed to return the civil bond posted in the amount of \$10,000 principal plus interest earned less registry fee [22] to Plaintiff Mercis B.V. or its counsel, Keith A. Vogt, Yanling Jiang, or Yi Bu.

This is a Final Judgment.

ENTERED:

5/16/19



Jorge L. Alonso
United States District Court Judge

FIRST AMENDED SCHEDULE A

| No. | Defendants |
|-----|---|
| 1 | Dongguan Xile Toys Co., Ltd. |
| 2 | ElvaMold |
| 3 | [REDACTED] |
| 4 | hanava |
| 5 | Ningbo Rock Paper Scissors Children Co., Ltd. |
| 6 | Quanzhou Hengde Bags & Luggage Mfg Co., Ltd. |
| 7 | SewingMeSoftly |
| 8 | Shaoxing Qiangou Textile Co., Ltd. |
| 9 | Shenzhen Mitong Household Co., Ltd. |
| 10 | Taizhou Shuoxiang Technology Co., Ltd. |
| 11 | Zhongshan Xinyuan Silicone Rubber Ltd. |
| 12 | 111ilovelily2012 |
| 13 | [REDACTED] |
| 14 | [REDACTED] |
| 15 | [REDACTED] |
| 16 | [REDACTED] |
| 17 | autumn_ella |
| 18 | [REDACTED] |
| 19 | bestethan |
| 20 | besthusni |
| 21 | bestwife |
| 22 | [REDACTED] |
| 23 | bluelife2010 |
| 24 | [REDACTED] |
| 25 | [REDACTED] |
| 26 | [REDACTED] |
| 27 | clariesunshineshop |
| 28 | [REDACTED] |
| 29 | [REDACTED] |
| 30 | [REDACTED] |
| 31 | dvdplayer-jimmy |
| 32 | extensionmall |
| 33 | [REDACTED] |
| 34 | [REDACTED] |
| 35 | fashiona18 |
| 36 | febrantshop |
| 37 | [REDACTED] |
| 38 | funbuygo |
| 39 | [REDACTED] |

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| 40 | [REDACTED] |
| 41 | happy_estore |
| 42 | independent_shop47 |
| 43 | interesting-life1 |
| 44 | [REDACTED] |
| 45 | [REDACTED] |
| 46 | jonexiao2013 |
| 47 | junglewell |
| 48 | k_drama_jewelry |
| 49 | [REDACTED] |
| 50 | kenstoreno1 |
| 51 | keyanfe0 |
| 52 | kirinlamp |
| 53 | [REDACTED] |
| 54 | liin.suppermarket |
| 55 | lml1288 |
| 56 | [REDACTED] |
| 57 | macybabyq18 |
| 58 | [REDACTED] |
| 59 | [REDACTED] |
| 60 | momandbaby_shop |
| 61 | my-secret-garden-hk |
| 62 | [REDACTED] |
| 63 | newstyle-nmt |
| 64 | [REDACTED] |
| 65 | pinnacleskyi |
| 66 | [REDACTED] |
| 67 | [REDACTED] |
| 68 | rikos_home_hk |
| 69 | ruoxinzha0 |
| 70 | skytree168 |
| 71 | [REDACTED] |
| 72 | soobin*shop |
| 73 | [REDACTED] |
| 74 | [REDACTED] |
| 75 | [REDACTED] |
| 76 | [REDACTED] |
| 77 | [REDACTED] |
| 78 | [REDACTED] |
| 79 | [REDACTED] |
| 80 | [REDACTED] |
| 81 | twomysterybox |

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| 82 | txin-wholesale |
| 83 | unforgetable168 |
| 84 | |
| 85 | walk-on_earth |
| 86 | wangqiaoj3 |
| 87 | |
| 88 | |
| 89 | |
| 90 | |
| 91 | wujinyushop |
| 92 | yiqida |
| 93 | |
| 94 | 00021 |
| 95 | |
| 96 | 7-Space Home Decor Painting |
| 97 | A Fine Shop |
| 98 | Alice-X&S |
| 99 | |
| 100 | |
| 101 | Arno |
| 102 | artrthbwrehbggaerbera |
| 103 | avocado |
| 104 | Beautiful one plus one |
| 105 | BestSeller88 |
| 106 | bigbigpang |
| 107 | cainiaobaby01 |
| 108 | |
| 109 | chengwenqiang |
| 110 | chenyaya1 |
| 111 | chenyili |
| 112 | Chinese Style Boutiques |
| 113 | Coscoo |
| 114 | Daily Life Factory |
| 115 | Danelpoo |
| 116 | dengyao |
| 117 | |
| 118 | |
| 119 | Digital Suning123 |
| 120 | dobeststore |
| 121 | dream_high |
| 122 | Eastroad |
| 123 | ego-topmall |

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| 124 | eraewgbarehnerahb |
| 125 | |
| 126 | FairyGarden |
| 127 | fashion5688-5 |
| 128 | feely |
| 129 | fenan |
| 130 | Flying Toys Trading Co., Ltd. |
| 131 | flywing |
| 132 | |
| 133 | gecheng |
| 134 | gelulu |
| 135 | Getlily gifts |
| 136 | gohappyshopingday |
| 137 | good wod |
| 138 | |
| 139 | Guyuehus moon |
| 140 | haijiaobj |
| 141 | haoli super market |
| 142 | haoshiduo |
| 143 | haoyue |
| 144 | |
| 145 | Happy store080914 |
| 146 | happyeveryday999 |
| 147 | HappyHongkong |
| 148 | HAPPYOUNG |
| 149 | |
| 150 | |
| 151 | Hightopgo |
| 152 | Hirich |
| 153 | HJQMALL |
| 154 | Holgadget |
| 155 | |
| 156 | Hong Kong Wholesale E-Commerce Co., Ltd |
| 157 | hongruiyan |
| 158 | Huize leisure products |
| 159 | HZXR |
| 160 | ihrjhv |
| 161 | itianchen |
| 162 | Jaspercc |
| 163 | jidingbox |
| 164 | jinghui110 |
| 165 | |

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| 166 | [REDACTED] |
| 167 | julyjoy |
| 168 | Katarina |
| 169 | kekelu |
| 170 | kelly13417753920 |
| 171 | [REDACTED] |
| 172 | kwkjyouth0137 |
| 173 | leechun |
| 174 | Li rong shop |
| 175 | liangyan1126 |
| 176 | lifecake64 |
| 177 | LightSpeed77 |
| 178 | Linkmart |
| 179 | Listentomapleleaves |
| 180 | LittleYu |
| 181 | [REDACTED] |
| 182 | long_green |
| 183 | M_M |
| 184 | maisq |
| 185 | MANAIDA INTERNATIONAL |
| 186 | maomao123 |
| 187 | Mary King International |
| 188 | maybeadv |
| 189 | meimeidedian |
| 190 | mengmengmengaaaa |
| 191 | mixcolor |
| 192 | MREbor |
| 193 | nanahu |
| 194 | [REDACTED] |
| 195 | netmoto |
| 196 | NothingBetter |
| 197 | okmhgy store |
| 198 | One More Day |
| 199 | one one hope |
| 200 | OrientalTrade |
| 201 | pingguodoor |
| 202 | pingqiangshop |
| 203 | [REDACTED] |
| 204 | ppka |
| 205 | qingxuan |
| 206 | Qliuyun |
| 207 | QT Online |

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| 208 | Quickly098 |
| 209 | rbfeadgberrhabfd |
| 210 | Red dot design store |
| 211 | rongrong111 |
| 212 | rosaego |
| 213 | shahala |
| 214 | sheng hong |
| 215 | |
| 216 | |
| 217 | |
| 218 | |
| 219 | signalhao |
| 220 | siyingjun |
| 221 | sjy2016 |
| 222 | Small buds living museum |
| 223 | |
| 224 | SoonJust666 |
| 225 | Straight Buy |
| 226 | Super |
| 227 | suxueying |
| 228 | sweetness light |
| 229 | tangxiuqin |
| 230 | teyijingpin |
| 231 | |
| 232 | threeshas |
| 233 | |
| 234 | |
| 235 | |
| 236 | ttafashion |
| 237 | uchucuai |
| 238 | W&H Fashion Stuff Store |
| 239 | wangruochao |
| 240 | Wheat Syria |
| 241 | Wholesale E-Commerce Co., Ltd |
| 242 | winter wind |
| 243 | |
| 244 | |
| 245 | wucong |
| 246 | |
| 247 | wuxiaoni |
| 248 | xiaofeizhu |
| 249 | Xiaojun shopping |

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| 250 | xiaomoon |
| 251 | xiaoputao15244@163.com |
| 252 | |
| 253 | |
| 254 | xuxiangjiao |
| 255 | xuzhijun79210 |
| 256 | XZLXZL023 |
| 257 | yefei fashion |
| 258 | yiwanpoint |
| 259 | yuhongdexiaodian |
| 260 | YUZhou Star |
| 261 | ywj96openshop |
| 262 | YY. Trade |
| 263 | YY-Store |
| 264 | |
| 265 | zhongguozhizao235 |
| 266 | zhoushengxi |
| 267 | zhufengqin1314 |
| 268 | zhuimengren |
| 269 | zoumin |
| 270 | ZP Four one nine |
| 271 | zrz1314520 |
| 272 | baiyanfei1234 |
| 273 | BAIYUNN |
| 274 | |
| 275 | |
| 276 | |
| 277 | |
| 278 | |
| 279 | Let's go travel |
| 280 | Lwinz |
| 281 | |
| 282 | OPL Mart |
| 283 | |
| 284 | Petroe Store (HK SHPPING) |
| 285 | Pillow Hats |
| 286 | Unmengii |
| 287 | 123 Lighting Store |
| 288 | 3 Bears Store |
| 289 | |
| 290 | Adorable Babe Store |
| 291 | Afflatus Art Prints Store |

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| 292 | AIHOME Sweety Living Store |
| 293 | Alimotor Store |
| 294 | Alvis Mingo Store |
| 295 | Anna Jones's store |
| 296 | anna lights Store |
| 297 | Asignfire Store |
| 298 | |
| 299 | Baby Kid's Paradise |
| 300 | Baby love Baby |
| 301 | |
| 302 | Bebefond Baby Products Store |
| 303 | |
| 304 | |
| 305 | Blonche Light Store |
| 306 | |
| 307 | |
| 308 | |
| 309 | |
| 310 | Catalpa Store |
| 311 | |
| 312 | cima store |
| 313 | Comfortable Life Store |
| 314 | |
| 315 | DecorArt Store |
| 316 | Decorate life Store |
| 317 | didishan Store |
| 318 | |
| 319 | Elife Zone Co., Ltd |
| 320 | Emonter Energy Co., Ltd. |
| 321 | EmptyHome Store |
| 322 | |
| 323 | |
| 324 | FANHHUI Lighting Factory Store |
| 325 | FANHHUI Store |
| 326 | FENGLAIYI Official Store |
| 327 | firstblue factory Store |
| 328 | Gaz Rom Co., Ltd. |
| 329 | GDzaccly Store |
| 330 | GIDEALED Official Store |
| 331 | Global Advance lamps shop Store |
| 332 | Goodtopsale Group Holding Ltd |
| 333 | |

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| 334 | green lifestyle Store |
| 335 | |
| 336 | HaBass Store |
| 337 | Hangzhou Yaoyang Technology Co., Ltd. |
| 338 | |
| 339 | HYDIY Store |
| 340 | Ins Baby Store |
| 341 | Jesen First Store |
| 342 | JSDHOME Korina' life Store |
| 343 | Just Me and My Mom |
| 344 | kalazo Store |
| 345 | |
| 346 | Kids Tale Store |
| 347 | Kidsbay Store |
| 348 | LDOFIRE Lighting Store |
| 349 | Lighting Franchise House Store |
| 350 | |
| 351 | |
| 352 | Lucie Store |
| 353 | |
| 354 | Lutes Store |
| 355 | Mammy's Store |
| 356 | Mcdondon baby Store |
| 357 | |
| 358 | MiniLiving Store |
| 359 | |
| 360 | Ninghai County Xidian Changning Plastic Factory |
| 361 | |
| 362 | Nordic Wonder Lighting Store |
| 363 | one Beautiful home |
| 364 | Pamela Store |
| 365 | |
| 366 | Party Balloons&Toy Hui Store |
| 367 | Party Supplies Direct Store |
| 368 | |
| 369 | POCOCINA Store |
| 370 | |
| 371 | QiGuJin Store |
| 372 | Racel's little Store |
| 373 | |
| 374 | room escape props Store |
| 375 | Shenzhen Alex TEC Shop |

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| 376 | |
| 377 | Shenzhen Lindeng Lighting Technology Co., Ltd. |
| 378 | Shenzhen Wing purchase LED Lighting Co., Ltd. |
| 379 | Shining Lighting House |
| 380 | shop good life Store |
| 381 | Shop1268168 Store |
| 382 | Shop1500957 Store |
| 383 | Shop1846789 Store |
| 384 | Shop3672121 Store |
| 385 | Shop3867027 Store |
| 386 | Shop4440040 Store |
| 387 | Shop4447033 Store |
| 388 | Shop4640161 Store |
| 389 | Shop4655183 Store |
| 390 | Shop4656137 Store |
| 391 | Shop4660133 Store |
| 392 | |
| 393 | Skyworker accessories Store |
| 394 | |
| 395 | Super Auto Co.,Ltd |
| 396 | |
| 397 | |
| 398 | Takagism game |
| 399 | |
| 400 | TOIN Official Store |
| 401 | |
| 402 | Two Steps From Hell Store |
| 403 | volkray Store |
| 404 | volkrays Store |
| 405 | |
| 406 | |
| 407 | Yangzhou Vivid Art Craft Co., Ltd. |
| 408 | |
| 409 | Yiwu Anjiu Import & Export Co., Ltd. |
| 410 | Yiwu Juneou Luggage Co., Ltd. |
| 411 | Yiwu Sunking Trade Co., Ltd. |
| 412 | Yummy Homie's Bakeware, Homeware & |
| 413 | YUYU TOY Store |
| 414 | |
| 415 | Zi Lue Store |
| 416 | zilue Official Store |
| 417 | Zokon Lighting Store |

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| 418 | zryhhd Store |
| 419 | LUHSTAR Speciality Store |